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March 16, 2001

By Hand

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition to Convene A Contested Case Proceeding to Establish Permanent Prices for
Interconnection and Unbundled Elements
Docket No. 97-01262

Dear Mr. Waddell:

Enclosed for filing in the above-captioned proceeding are an original and thirteen copies of
AT&T's Comments on BellSouth's Tariff in the above-captioned proceeding.

If you have questions, please call me.

Sincerely,


Jim Lamoureux

Encls.

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In Re: Petition to Convene A Contested)	
Case Proceeding to Establish Permanent)	Docket No. 97-01262
Prices for Interconnection and Unbundled)	
Elements)	

AT&T'S COMMENTS ON BELL SOUTH'S TARIFF

Pursuant to the TRA's March 6, 20001, Notice of Filing Comments, AT&T Communications of the South Central States, Inc. ("AT&T") submits the following Comments on the tariff filed by BellSouth Telecommunications, Inc. ("BellSouth") on March 2, 2001.

AT&T has not been able to review every single provision of the tariff, which is over 100 pages long. Nonetheless, AT&T has discovered several provisions of the tariff that appear to be in direct violation of orders issued by the TRA. For instance, provision 5.1.1.2 appears to violate several orders issued by the TRA concerning reciprocal compensation for calls to internet service providers. In addition, provision 4.2 appears to violate TRA orders concerning BellSouth's obligation to provide combinations of unbundled elements in Tennessee. Other provisions, such as 4.3.5.4, appear to relate directly to issues the TRA will consider in the upcoming AT&T/BellSouth arbitration. AT&T is similarly concerned about other provisions, such as those concerning collocation provisioning intervals and provisions concerning allocation of cost for originating local traffic, but has not had sufficient time to determine whether those tariff provisions directly impact currently pending arbitration issues or outstanding TRA or FCC orders. Nonetheless, it is clear that there are at least some provisions in the tariff


that violate outstanding TRA orders and that overlap with outstanding issues in the AT&T/BellSouth arbitration.

It is not clear whether these provisions will impact AT&T's ability to order UNEs under its current or future interconnection agreement at the rates attached to the tariff, because the tariff says that in order to receive those rates, a CLEC must agree to all of the rates, terms, and conditions set forth in the tariff. *See* C1.1.c. It would be patently unfair to allow BellSouth to avoid decisions of the TRA and to circumvent the arbitration and interconnection agreement process through the device of a tariff that BellSouth was required to file to allow CLECs to purchase UNEs more conveniently. Therefore, at a minimum, AT&T requests that the TRA make clear that, while AT&T is entitled to purchase UNEs at the rates approved by the TRA in this proceeding and attached to the tariff (and may do so by sending a letter to BellSouth), AT&T is not thereby required to comply with any terms or conditions other than those set forth in its interconnection agreement with BellSouth.

AT&T also believes that the TRA should direct BellSouth to re-file its tariff to remove any provisions which violate TRA orders on issues that the TRA has already resolved, either in "generic" proceedings, or in proceedings with individual companies. AT&T does not believe it is fair that a CLEC that purchases UNEs under the tariff should be subject to more onerous terms and conditions than a CLEC that arbitrated with BellSouth or was a party to a generic proceeding. The TRA also should impose on BellSouth a continuing obligation to revise its tariff as such issues are resolved in generic proceedings and in proceedings with individual companies. There is no reason to assume that the TRA would reach different results on the same issue simply because that issue is

presented in different proceedings. The TRA has been consistent in reaching the same result on similar issues as they arise in multiple proceedings. Efficiency, therefore, would best be served by requiring BellSouth to revise its tariff as an issue is resolved in one proceeding, rather than requiring each CLEC and BellSouth to have to litigate that same issue to obtain the same result.

Respectfully submitted,



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Attorney for AT&T Communications of the
South Central States, Inc.

March 16, 2001

NASHVILLE, TENNESSEE

***In Re: Contested Case Proceeding to Establish Final Cost Based
Rates for Interconnection and Unbundled Network Elements***

Docket No: 97-01262

CERTIFICATE OF SERVICE

I, James P. Lamoureux, hereby certify that I have served a copy of the foregoing to the following counsel of record via U. S. First Class Mail, postage paid, this 16th day of March, 2001.


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